



February 20, 2001

SENATE BILL No. 172

DIGEST OF SB 172 (Updated February 15, 2001 11:52 AM - DI 102)

Citations Affected: IC 20-7.5; noncode.

Synopsis: Certificated employees on school committees. Limits the number of certificated employees that the exclusive representative may appoint to serve on statutory or locally created committees of a school corporation.

Effective: July 1, 2001.

Kenley

January 8, 2001, read first time and referred to Committee on Pensions and Labor.
February 19, 2001, amended, reported favorably — Do Pass.

C
o
p
y

SB 172—LS 6117/DI 71+



February 20, 2001

First Regular Session 112th General Assembly (2001)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2000 General Assembly.

SENATE BILL No. 172

A BILL FOR AN ACT to amend the Indiana Code concerning education.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 20-7.5-1-2 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2001]: Sec. 2. As used in this
3 chapter:

4 (a) "School corporation" means any local public school corporation
5 established under Indiana law and, in the case of public vocational
6 schools or schools for children with disabilities established or
7 maintained by two (2) or more school corporations, shall refer to such
8 schools.

9 (b) "Governing body" shall mean the board or commission charged
10 by law with the responsibility of administering the affairs of the school
11 corporation.

12 (c) "School employer" means the governing body of each school
13 corporation and any person or persons authorized to act for the
14 governing body of the school employer in dealing with its employees.

15 (d) "Superintendent" shall mean the chief administrative officer of
16 any school corporation, or any person or persons designated by the
17 officer or by the governing body to act in the officer's behalf in dealing

SB 172—LS 6117/DI 71+



C
o
p
y

1 with school employees.

2 (e) "School employee" means any full-time certificated person in the
3 employment of the school employer. A school employee shall be
4 considered full time even though the employee does not work during
5 school vacation periods, and accordingly works less than a full year.
6 There shall be excluded from the meaning of school employee
7 supervisors, confidential employees, employees performing security
8 work and noncertificated employees.

9 (f) "Certificated employee" means a person whose contract with the
10 school corporation requires that he hold a license or permit from the
11 state board of education or a commission thereof as provided in
12 IC 20-6.1.

13 (g) "Noncertificated employee" means any school employee whose
14 employment is not dependent upon the holding of a license or permit
15 as provided in IC 20-6.1.

16 (h) "Supervisor" means any individual who has:

17 (1) authority, acting for the school corporation, to hire, transfer,
18 suspend, lay off, recall, promote, discharge, assign, reward, or
19 discipline school employees;

20 (2) responsibility to direct school employees and adjust their
21 grievances; or

22 (3) responsibility to effectively recommend the action described
23 in ~~subsections~~ **subdivisions** (1) through (2);

24 that is not of a merely routine or clerical nature but requires the use of
25 independent judgment. The term includes superintendents, assistant
26 superintendents, business managers and supervisors, directors with
27 school corporation-wide responsibilities, principals and vice principals,
28 and department heads who have responsibility for evaluating teachers.

29 (i) "Confidential employee" means a school employee whose
30 unrestricted access to confidential personnel files or whose functional
31 responsibilities or knowledge in connection with the issues involved in
32 dealings between the school corporation and its employees would make
33 the confidential employee's membership in a school employee
34 organization incompatible with the employee's official duties.

35 (j) "Employees performing security work" means any school
36 employee whose primary responsibility is the protection of personal
37 and real property owned or leased by the school corporation or who
38 performs police or quasi-police powers.

39 (k) "School employee organization" means any organization which
40 has school employees as members and one (1) of whose primary
41 purposes is representing school employees in dealing with their school
42 employer, and includes any person or persons authorized to act on

C
o
p
y



1 behalf of such organizations.

2 (l) "Exclusive representative" means the school employee
3 organization which has been certified for the purposes of this chapter
4 by the board or recognized by a school employer as the exclusive
5 representative of the employees in an appropriate unit as provided in
6 section 10 of this chapter, or the person or persons duly authorized to
7 act on behalf of such representative.

8 (m) "Board" means the Indiana education employment relations
9 board provided by this chapter.

10 (n) "Bargain collectively" means the performance of the mutual
11 obligation of the school employer and the exclusive representative to
12 meet at reasonable times to negotiate in good faith with respect to items
13 enumerated in section 4 of this chapter and to execute a written
14 contract incorporating any agreement relating to such matters. Such
15 obligation shall not include the final approval of any contract
16 concerning these or any other items. Agreements reached through
17 collective bargaining are binding as a contract only if ratified by the
18 governing body of the school corporation and the exclusive
19 representative. The obligation to bargain collectively does not require
20 the school employer or the exclusive representative to agree to a
21 proposal of the other or to make a concession to the other.

22 (o) "Discuss" means the performance of the mutual obligation of the
23 school corporation through its superintendent and the exclusive
24 representative to meet at reasonable times to discuss, to provide
25 meaningful input, to exchange points of view, with respect to items
26 enumerated in section 5 of this chapter. This obligation shall not,
27 however, require either party to enter into a contract, to agree to a
28 proposal, or to require the making of a concession. A failure to reach
29 an agreement on any matter of discussion shall not require the use of
30 any part of the impasse procedure, as provided in section 13 of this
31 chapter. Neither the obligation to bargain collectively nor to discuss
32 any matter shall prevent any school employee from petitioning the
33 school employer, the governing body, or the superintendent for a
34 redress of the employee's grievances either individually or through the
35 exclusive representative, nor shall either such obligation prevent the
36 school employer or the superintendent from conferring with any
37 citizen, taxpayer, student, school employee, or other person considering
38 the operation of the schools and the school corporation.

39 (p) "Strike" means concerted failure to report for duty, willful
40 absence from one's position, stoppage of work, or abstinence in whole
41 or in part from the full, faithful, and proper performance of the duties
42 of employment, without the lawful approval of the school employer, or

C
o
p
y



in any concerted manner interfering with the operation of the school employer for any purpose.

(q) "Deficit financing" with respect to any budget year shall mean expenditures in excess of money legally available to the employer.

(r) "Teacher" has the meaning set forth in IC 20-6.1-1-8.

SECTION 2. IC 20-7.5-1-5 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2001]: Sec. 5. (a) A school employer shall discuss with the exclusive representative of certificated employees, and may but shall not be required to bargain collectively, negotiate, or enter into a written contract concerning or be subject to or enter into impasse procedures on the following matters:

(1) Working conditions, other than those provided in section 4 of this chapter.

(2) Curriculum development and revision.

(3) Textbook selection, **subject to subdivision (10) concerning membership of teachers on a textbook adoption advisory committee.**

(4) Teaching methods.

(5) Hiring, promotion, demotion, transfer, assignment, and retention of certificated employees, and changes to any of the requirements set forth in IC 20-6.1-4.

(6) Student discipline.

(7) Expulsion or supervision of students.

(8) Pupil-teacher ratio.

(9) Class size or budget appropriations.

(10) Appointment by the exclusive representative of teachers to serve on statutory or locally created committees of the school corporation. However, if this matter is bargained collectively, the contract must provide that the percentage of teacher positions the exclusive representative may appoint to serve on a committee may not exceed the percentage of teachers in the school corporation who are members of the exclusive representative. The percentage applies to the number of teacher positions on a committee, not to the total number of positions on a committee.

However, any items included in the 1972-1973 agreements between any employer school corporation and the employee organization shall continue to be bargainable.

(b) Nothing shall prevent a superintendent or ~~his~~ **the superintendent's** designee from making recommendations to the school employer.

(c) This chapter may not be construed to limit the rights of the

C
o
p
y



1 school employer and the exclusive representative to mutually agree to
2 the matters authorized under IC 20-6.1-4-14.5.

3 SECTION 3. [EFFECTIVE JULY 1, 2001] (a)
4 **IC 20-7.5-1-5(a)(10), as amended by this act, applies only to a**
5 **collective bargaining agreement between an employer school**
6 **corporation and an exclusive representative that is entered into**
7 **after June 30, 2001.**

8 (b) This SECTION expires June 30, 2006.

C
o
p
y



COMMITTEE REPORT

Mr. President: The Senate Committee on Pensions and Labor, to which was referred Senate Bill No. 172, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be AMENDED as follows:

Page 1, between the enacting clause and line 1, begin a new paragraph and insert:

"SECTION 1. IC 20-7.5-1-2 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2001]: Sec. 2. As used in this chapter:

(a) "School corporation" means any local public school corporation established under Indiana law and, in the case of public vocational schools or schools for children with disabilities established or maintained by two (2) or more school corporations, shall refer to such schools.

(b) "Governing body" shall mean the board or commission charged by law with the responsibility of administering the affairs of the school corporation.

(c) "School employer" means the governing body of each school corporation and any person or persons authorized to act for the governing body of the school employer in dealing with its employees.

(d) "Superintendent" shall mean the chief administrative officer of any school corporation, or any person or persons designated by the officer or by the governing body to act in the officer's behalf in dealing with school employees.

(e) "School employee" means any full-time certificated person in the employment of the school employer. A school employee shall be considered full time even though the employee does not work during school vacation periods, and accordingly works less than a full year. There shall be excluded from the meaning of school employee supervisors, confidential employees, employees performing security work and noncertificated employees.

(f) "Certificated employee" means a person whose contract with the school corporation requires that he hold a license or permit from the state board of education or a commission thereof as provided in IC 20-6.1.

(g) "Noncertificated employee" means any school employee whose employment is not dependent upon the holding of a license or permit as provided in IC 20-6.1.

(h) "Supervisor" means any individual who has:

- (1) authority, acting for the school corporation, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or

C
o
p
y



discipline school employees;

(2) responsibility to direct school employees and adjust their grievances; or

(3) responsibility to effectively recommend the action described in ~~subsections~~ **subdivisions** (1) through (2);

that is not of a merely routine or clerical nature but requires the use of independent judgment. The term includes superintendents, assistant superintendents, business managers and supervisors, directors with school corporation-wide responsibilities, principals and vice principals, and department heads who have responsibility for evaluating teachers.

(i) "Confidential employee" means a school employee whose unrestricted access to confidential personnel files or whose functional responsibilities or knowledge in connection with the issues involved in dealings between the school corporation and its employees would make the confidential employee's membership in a school employee organization incompatible with the employee's official duties.

(j) "Employees performing security work" means any school employee whose primary responsibility is the protection of personal and real property owned or leased by the school corporation or who performs police or quasi-police powers.

(k) "School employee organization" means any organization which has school employees as members and one (1) of whose primary purposes is representing school employees in dealing with their school employer, and includes any person or persons authorized to act on behalf of such organizations.

(l) "Exclusive representative" means the school employee organization which has been certified for the purposes of this chapter by the board or recognized by a school employer as the exclusive representative of the employees in an appropriate unit as provided in section 10 of this chapter, or the person or persons duly authorized to act on behalf of such representative.

(m) "Board" means the Indiana education employment relations board provided by this chapter.

(n) "Bargain collectively" means the performance of the mutual obligation of the school employer and the exclusive representative to meet at reasonable times to negotiate in good faith with respect to items enumerated in section 4 of this chapter and to execute a written contract incorporating any agreement relating to such matters. Such obligation shall not include the final approval of any contract concerning these or any other items. Agreements reached through collective bargaining are binding as a contract only if ratified by the governing body of the school corporation and the exclusive

C
o
p
y



representative. The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to make a concession to the other.

(o) "Discuss" means the performance of the mutual obligation of the school corporation through its superintendent and the exclusive representative to meet at reasonable times to discuss, to provide meaningful input, to exchange points of view, with respect to items enumerated in section 5 of this chapter. This obligation shall not, however, require either party to enter into a contract, to agree to a proposal, or to require the making of a concession. A failure to reach an agreement on any matter of discussion shall not require the use of any part of the impasse procedure, as provided in section 13 of this chapter. Neither the obligation to bargain collectively nor to discuss any matter shall prevent any school employee from petitioning the school employer, the governing body, or the superintendent for a redress of the employee's grievances either individually or through the exclusive representative, nor shall either such obligation prevent the school employer or the superintendent from conferring with any citizen, taxpayer, student, school employee, or other person considering the operation of the schools and the school corporation.

(p) "Strike" means concerted failure to report for duty, willful absence from one's position, stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, without the lawful approval of the school employer, or in any concerted manner interfering with the operation of the school employer for any purpose.

(q) "Deficit financing" with respect to any budget year shall mean expenditures in excess of money legally available to the employer.

(r) **"Teacher" has the meaning set forth in IC 20-6.1-1-8."**

Page 1, line 11, delete "certificated employees" and insert **"teachers"**.

Page 2, delete lines 4 through 14, begin a new line block indented and insert:

"(10) Appointment by the exclusive representative of teachers to serve on statutory or locally created committees of the school corporation. However, if this matter is bargained collectively, the contract must provide that the percentage of teacher positions the exclusive representative may appoint to serve on a committee may not exceed the percentage of teachers in the school corporation who are members of the exclusive representative. The percentage applies to the number of teacher positions on a committee, not to the total



C
o
p
y

number of positions on a committee."

Renumber all SECTIONS consecutively.

and when so amended that said bill do pass.

(Reference is to SB 172 as introduced.)

HARRISON, Chairperson

Committee Vote: Yeas 6, Nays 4.

C
o
p
y

